

CONTRACT



WRC
4001 Nebraska Ave. NW
Washington, DC 20016
(202) 885-4000

www.nbcwashington.com

And:

MUNDY KATOWITZ MEDIA
1322 G STREET SE
WASHINGTON, DC 20003

| | | |
|---|---|--|
| <u>Contract / Revision</u> 343251 / | | <u>Alt Order #</u> WOC10036066 |
| <u>Product</u> Issue | | |
| <u>Contract Dates</u> 10/23/12 - 10/29/12 | <u>Estimate #</u> 1789 | |
| <u>Advertiser</u> PRIORITIES USA ACTION | | <u>Original Date / Revision</u> 10/22/12 / 10/23/12 |
| <u>Billing Cycle</u> EOM/EOC | <u>Billing Calendar</u> Broadcast | <u>Cash/Trade</u> Cash |
| <u>Station</u> WRC | <u>Account Executive</u> Kaitie Conway | <u>Sales Office</u> Washington DC |
| <u>Special Handling</u> | | |
| <u>Demographic</u> RA35+ | | |
| <u>IDB#</u> | <u>Advertiser Code</u> 321 | <u>Product Code</u> 340 |
| <u>Agency Ref</u> 03092 | | <u>Advertiser Ref</u> 25166 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|---|---|-------------------|-------------------|---------------------|-----------------------|-----------------|---------------|-------------------|-----------------------|-------------|-------|-------------|
| N 1 | WRC | 10/23/12 | 10/29/12 | 5-6A NEWS4 @5AM | 5A-6A | | 1:00 | | | NM | 3 | \$10,800.00 |
| All spots on this order immediately preemptible class of time | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/23/12 | 10/29/12 | 1-11--- | | | | 3 | \$3,600.00 | | | |
| N 2 | WRC | 10/23/12 | 10/26/12 | 6-7A NEWS4 @ 6AM | 6A-7A | | 1:00 | | | NM | 2 | \$16,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/22/12 | 10/28/12 | --1-1-- | | | | 2 | \$8,400.00 | | | |
| N 3 | WRC | 10/23/12 | 10/25/12 | 7-9A TODAY SHOW | 7A-9A | | 1:00 | | | NM | 2 | \$16,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/22/12 | 10/28/12 | -1-1--- | | | | 2 | \$8,400.00 | | | |
| N 4 | WRC | 10/23/12 | 10/29/12 | 9-10A TODAY SHOW 2 | 9A-10A | | 1:00 | | | NM | 1 | \$4,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/23/12 | 10/29/12 | 11--1-- | | | | 3 | \$4,800.00 | | | |
| | <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | |
| | 1 | WRC | 10/23/12-10/29/12 | 9-10A TODAY SHOW 2 | 9A-10A | MTu---F--- | 1:00 | | \$4,800.00 | NM | | |
| | See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 | | | | | | | | | | | |
| | NA-NOT AVAILABLE | | | | | | | | | | | |
| | 2 | WRC | 10/23/12-10/29/12 | 9-10A TODAY SHOW 2 | 9A-10A | MTu---F--- | 1:00 | | \$4,800.00 | NM | | |
| | See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 | | | | | | | | | | | |
| | NA-NOT AVAILABLE | | | | | | | | | | | |
| N 5 | WRC | 10/23/12 | 10/29/12 | 10-11A TODAY SHOW 3 | 10A-11A | | 1:00 | | | NM | 3 | \$10,800.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/23/12 | 10/29/12 | 11-1--- | | | | 3 | \$3,600.00 | | | |
| N 6 | WRC | 10/23/12 | 10/29/12 | 11A-12P MIDDAY NEWS | 11A-12P | | 1:00 | | | NM | 3 | \$7,200.00 |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/23/12 | 10/29/12 | 11-1--- | | | | 3 | \$2,400.00 | | | |
| N 7 | WRC | 10/23/12 | 10/25/12 | Ellen | 3P-4P | | 1:00 | | | NM | 2 | \$6,000.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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| Contract / Revision | Alt Order # |
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| 343251 / | WOC10036066 |

| Contract Dates | Product | Estimate # |
|---------------------|---------|------------|
| 10/23/12 - 10/29/12 | Issue | 1789 |

| Advertiser | Original Date / Revision |
|-----------------------|--------------------------|
| PRIORITIES USA ACTION | 10/22/12 / 10/23/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|--|---|------------|-------------------|-------------------------|-----------------------|-----------------|---------------|------------|------------------------|-------------|-------|-------------|
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$1,000.00 | | | | | | | | | | | | |
| N 21 | WRC | 10/23/12 | 10/28/12 | News 4 This Week | 530-6a | | 1:00 | | | NM | 1 | \$1,200.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$1,200.00 | | | | | | | | | | | | |
| N 22 | WRC | 10/23/12 | 10/28/12 | News Sun 6-7a | 6-7a | | 1:00 | | | NM | 1 | \$3,800.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$3,800.00 | | | | | | | | | | | | |
| N 23 | WRC | 10/23/12 | 10/28/12 | News Sun 7-8a | 7-8a | | 1:00 | | | NM | 1 | \$3,800.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$3,800.00 | | | | | | | | | | | | |
| N 24 | WRC | 10/23/12 | 10/28/12 | Sunday Today 8-9a | 8-9a | | 1:00 | | | NM | 7 | \$39,000.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$10,000.00 | | | | | | | | | | | | |
| | <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | |
| | 1 | WRC | 10/22/12-10/28/12 | Sunday Today 8-9a | 8-9a | -----Su | 1:00 | | \$10,000.00 | NM | | |
| | See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 | | | | | | | | | | | |
| | NA-NOT AVAILABLE | | | | | | | | | | | |
| | 2 | WRC | 10/24/12-10/26/12 | 7-9A TODAY SHOW | 7A-9A | ---WThF---- | 1:00 | | \$8,400.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 3 | WRC | 10/24/12-10/26/12 | 7-9A TODAY SHOW | 7A-9A | ---WThF---- | 1:00 | | \$8,400.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 4 | WRC | 10/24/12-10/26/12 | 7-9A TODAY SHOW | 7A-9A | ---WThF---- | 1:00 | | \$8,400.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 5 | WRC | 10/24/12-10/29/12 | 4-5P NEWS4 @ 4PM | 4P-5P | M-WThF---- | 1:00 | | \$3,000.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 6 | WRC | 10/24/12-10/29/12 | 5-6P NEWS 4 @ 5PM | 5P-6P | M-WThF---- | 1:00 | | \$5,000.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 7 | WRC | 10/24/12-10/29/12 | 5-6P NEWS 4 @ 5PM | 5P-6P | M-WThF---- | 1:00 | | \$5,000.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| | 8 | WRC | 10/24/12-10/29/12 | News 4 @ 4:30a | 430-5a | M-WTh---Su | 1:00 | | \$800.00 | NM | | |
| | Ⓜ MG for 11.1,4.1,4.2,27.1,24.1 | | | | | | | | | | | |
| N 25 | WRC | 10/23/12 | 10/28/12 | News 4 Sun 9-10a | 9-10A | | 1:00 | | | NM | 1 | \$5,000.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$5,000.00 | | | | | | | | | | | | |
| N 26 | WRC | 10/23/12 | 10/28/12 | 6-630P NEWS4 @ 6P SU W | 6-630P | | 1:00 | | | NM | 1 | \$4,000.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$4,000.00 | | | | | | | | | | | | |
| N 27 | WRC | 10/23/12 | 10/28/12 | 630-7P NBC SU NIGHTLYNE | 630-7P | | 1:00 | | | NM | 0 | \$0.00 |
| Week: <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> <u>Rate</u> 10/22/12 10/28/12 -----1- 1 \$15,000.00 | | | | | | | | | | | | |
| | <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | |
| | 1 | WRC | 10/22/12-10/28/12 | 630-7P NBC SU NIGHTLYNE | 630-7P | -----Su | 1:00 | | \$15,000.00 | NM | | |
| | See MG 24.2,24.3,24.4,24.5,24.6,24.7,24.8 | | | | | | | | | | | |
| | NA-NOT AVAILABLE | | | | | | | | | | | |

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|-----------------------|--------------------------|
| PRIORITIES USA ACTION | 10/22/12 / 10/23/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount | |
|--------|------------------------|-------------------|-------------------|--------------------|-----------------------|-----------------|---------------|-------------------|---------------------|-------------|-------|------------|--------------|
| N 28 | WRC | 10/23/12 | 10/28/12 | Access H | 1235-135a | | 1:00 | | | NM | 1 | \$1,200.00 | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| | Week: | 10/22/12 | 10/28/12 | -----1 | | | | 1 | \$1,200.00 | | | | |
| N 29 | WRC | 10/23/12 | 10/29/12 | News 4 @ 4:30a | 430-5a | | 1:00 | | | NM | 5 | \$4,500.00 | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | | |
| | Week: | 10/23/12 | 10/29/12 | 1111--1 | | | | 5 | \$900.00 | | | | |
| | <u>Spot</u> | <u>Ch</u> | <u>Date Range</u> | <u>Description</u> | <u>Start/End Time</u> | <u>Weekdays</u> | <u>Length</u> | | <u>Rate</u> | <u>Type</u> | | | |
| | 4 | WRC | 10/23/12-10/29/12 | News 4 @ 4:30a | 430-5a | MTuWTh--Su | 1:00 | | \$900.00 | NM | | | |
| | See MG 29.6 | | | | | | | | | | | | |
| | DNA-SEVERE WX COVERAGE | | | | | | | | | | | | |
| | 6 | WRC | 10/23/12-10/29/12 | Sign-On/Sign-Off | 5A-6A | MTuWThFSaSu | 1:00 | | \$900.00 | NM | | | |
| | (M) MG for 29.4 10/28 | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | 54 | \$209,500.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------|--------------|
| 10/01/12 - 10/28/12 | 46 | \$185,300.00 | \$157,505.00 |
| 10/29/12 - 10/29/12 | 8 | \$24,200.00 | \$20,570.00 |
| Totals | 54 | \$209,500.00 | \$178,075.00 |

Signature: _____ **Date:** _____

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